



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding SABAR INVESTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **CNC**

### Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (Act) for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (the "One Month Notice") under Sections 47 and 62 of the Act.

The hearing was conducted via teleconference. The Landlord's agents and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (RTB) Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### Settlement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties negotiated a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on July 31, 2023;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The parties agree that if the Tenant finds an alternative rental unit before July 31, 2023, she can provide the Landlord with written notice that she is vacating early;
4. The parties agree that the Landlord can retain the Tenant's security deposit as the Tenant and her guests smoked in the rental unit which breached a term of her tenancy agreement;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on July 31, 2023. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 26, 2023

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Residential Tenancy Branch